

A.G. CONTRACT NO. 81-409

INTERGOVERNMENTAL MAINTENANCE AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE CITY OF CLIFTON

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF CLIFTON, a municipal corporation hereinafter called "CITY".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

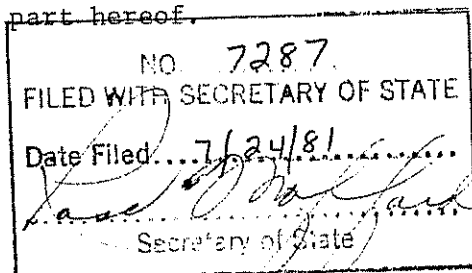
WHEREAS, it is the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of those certain State

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the CITY is empowered by Arizona Revised Statutes Section 9-672, to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

Attached to this Agreement and incorporated herein by reference as Exhibit "B" is a copy of the written determination of the appropriate attorney that the CITY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

WHEREAS, it is the mutual benefit of the STATE and the CITY to enter into an agreement covering the maintenance of those certain State Highways known as Railroad Avenue and Chase Creek Road which form the necessary and convenient links for the connection of sections of the aforesaid state highways and for carrying of such state highways through said TOWN OF CLIFTON as more particularly set forth upon the map attached hereto and marked Exhibit "C", and by reference made a part hereof.



NOW, THEREFORE, in consideration of the mutual covenants herein-
after to be kept by all parties, it is mutually agreed as follows:

1. The CITY shall set aside sufficient funds to accomplish the maintenance responsibilities set forth in this agreement.
2. The STATE shall set aside sufficient funds to accomplish the maintenance and betterment responsibilities within the CITY as set forth by this agreement.
3. That the STATE, acting by and through its Department of Transportation shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control, and responsibility to include:
 - a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
 - b. Bridges and drainage.
 - c. Guardrails and fences.
 - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
 - e. Routine maintenance of roadway, median and curb.
 - f. Permits for highway right of way encroachments and use.
 - g. Removal of snow, sand, rock and other debris caused by slides or other causes.
 - h. Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).
4. That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:
 - a. Sidewalks.
 - b. Sprinkling.
 - c. Electrical devices, including but not limited to traffic

of the highways as delineated upon the map attached hereto and marked Exhibit "C", said jurisdiction, control, and responsibility to include:

- a. Betterment of reconstruction of roadway, curbs, sidewalks, medians and channelization.
 - b. Bridges and drainage.
 - c. Guardrails and fences.
 - d. Transportation permits, such as overweight, overwidth, and overheight as prescribed by law.
 - e. Routine maintenance of roadway, median and curb.
 - f. Permits for highway right of way encroachments and use.
 - g. Removal of snow, sand, rock and other debris caused by slides or other causes.
 - h. Traffic control devices, including approved crosswalks, signs, striping and curb marking (except street name).
4. That the CITY shall, except as otherwise expressly provided in this agreement have jurisdiction and control over routine maintenance of:
- a. Sidewalks.
 - b. Sprinkling.
 - c. Electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement.
 - d. Street name signs.
 - e. Routine sweeping and cleaning of roadway, curb and median.
 - f. Parking signs.

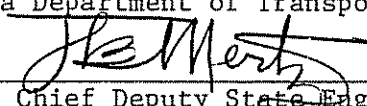
5. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways, except as might occur temporarily during normal maintenance of intersecting streets.
6. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked Exhibit "D", and by reference made a part hereof.
7. That the CITY shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.
8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of April, 1981,

in performing duties heretofore agreed to on the State Highway right of way. The CITY will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked Exhibit "E" and by reference made a part hereof.

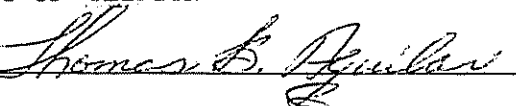
8. That the CITY will provide traffic control in accordance with the Arizona Department of Transportation Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.
9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation.
10. It is understood that this Agreement will cancel and supersede any previous Agreements for street maintenance, and betterment on those State Highways which traverse within the boundaries of the CITY.
11. This Agreement shall be filed with the Secretary of State and shall become effective on the 1st day of April, 1981, but in no event prior to its being filed with the Secretary of State.
12. It is understood that this Agreement may be amended, or supplemented, by mutual consent of the parties hereto at any

13. This Agreement shall remain in force and effect until midnight, March 31, 1982, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.
14. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.
15. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.
16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
Arizona Department of Transportation
BY: 
Chief Deputy State Engineer

CITY OF CLIFTON

BY: 

ATTEST:

the disposal of public property.

16. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
Arizona Department of Transportation

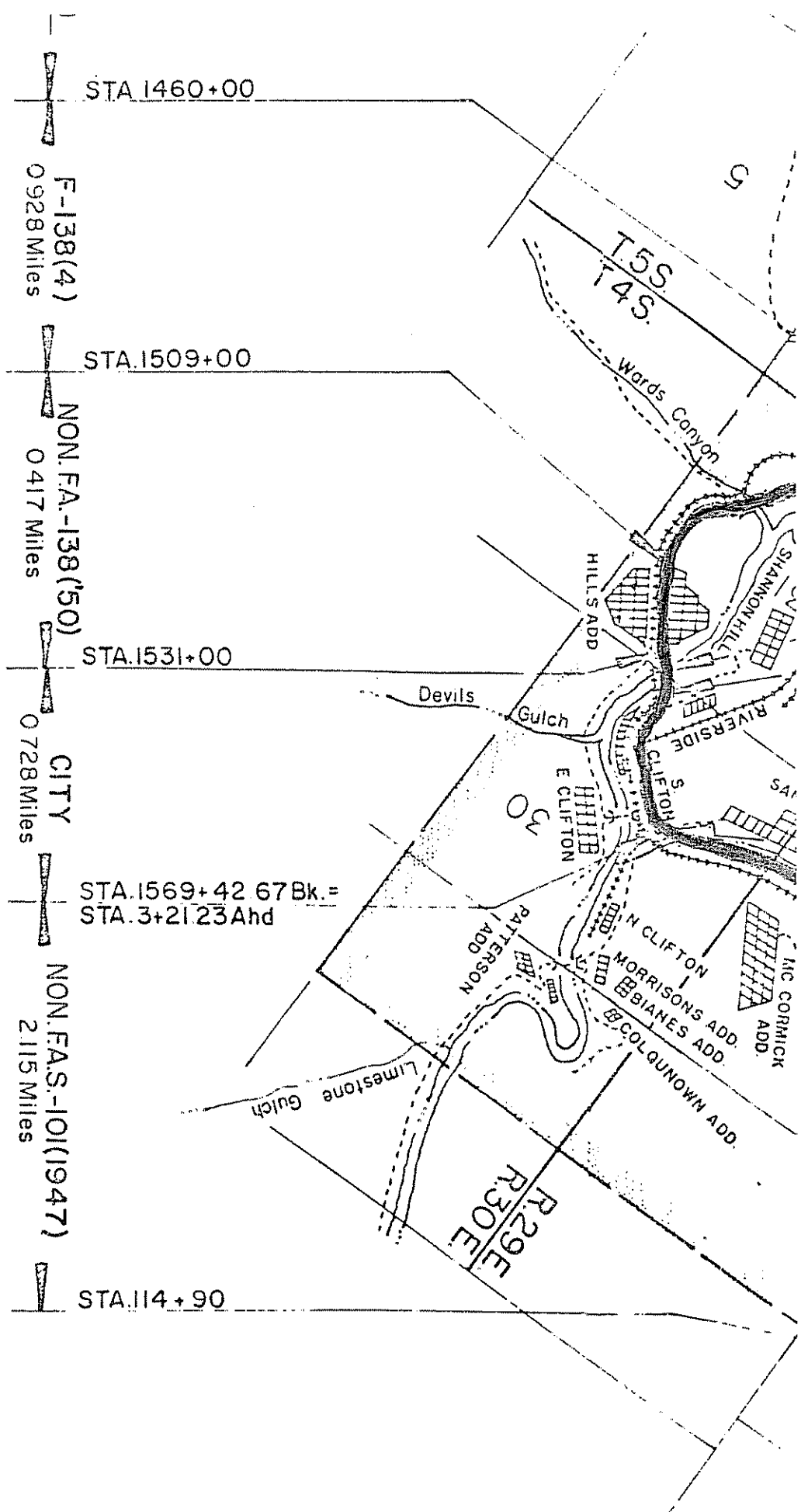
BY: *Hebert*
Chief Deputy State Engineer

CITY OF CLIFTON

BY: *Thomas B. Bunker*
TITLE: Mayor

ATTEST:

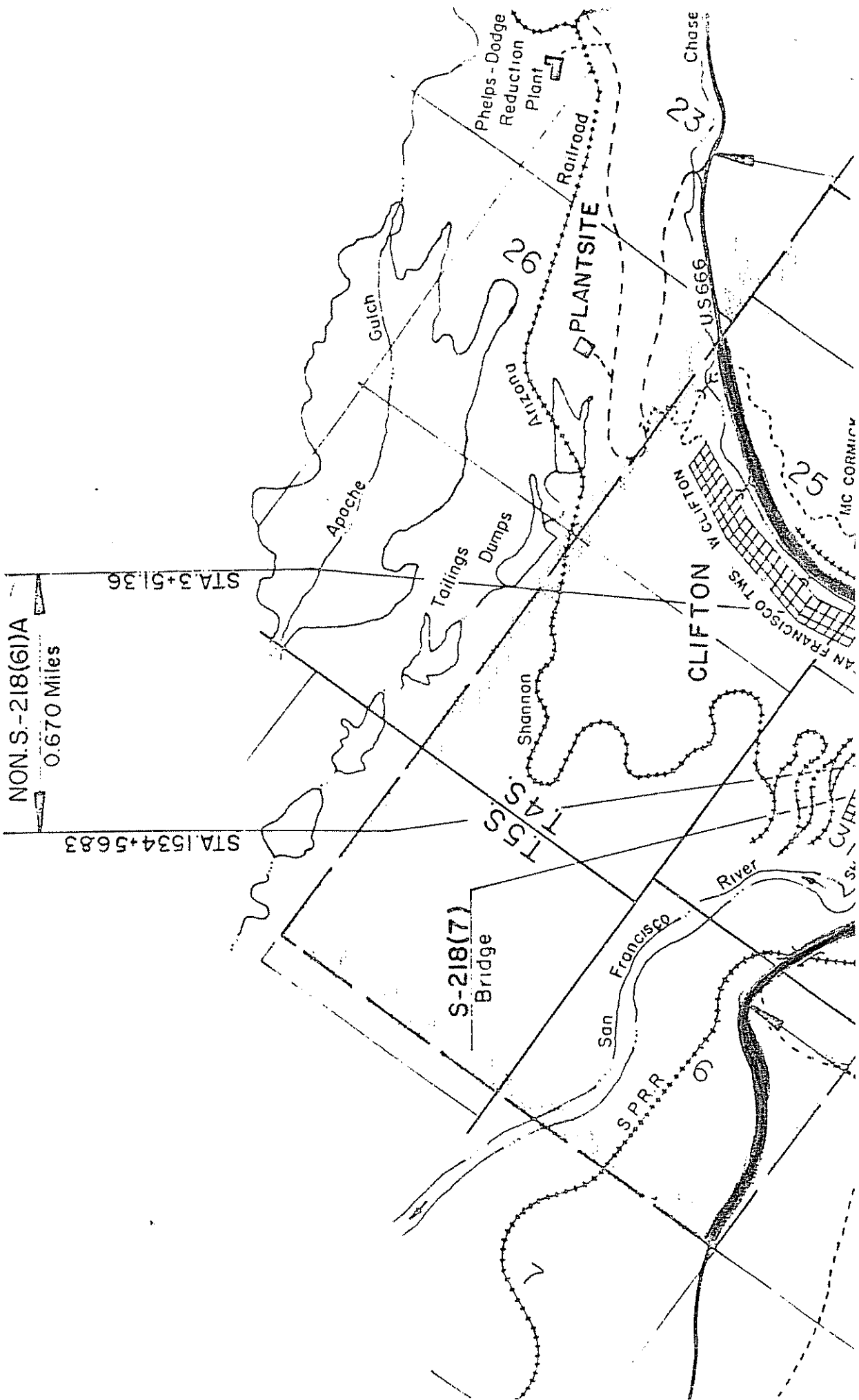
Manuel A. Perea
CITY CLERK



PORTION OF STATE HIGHWAY
COVERED BY THIS AGREEMENT

Exhibit "C"

SCALE 2" = 1



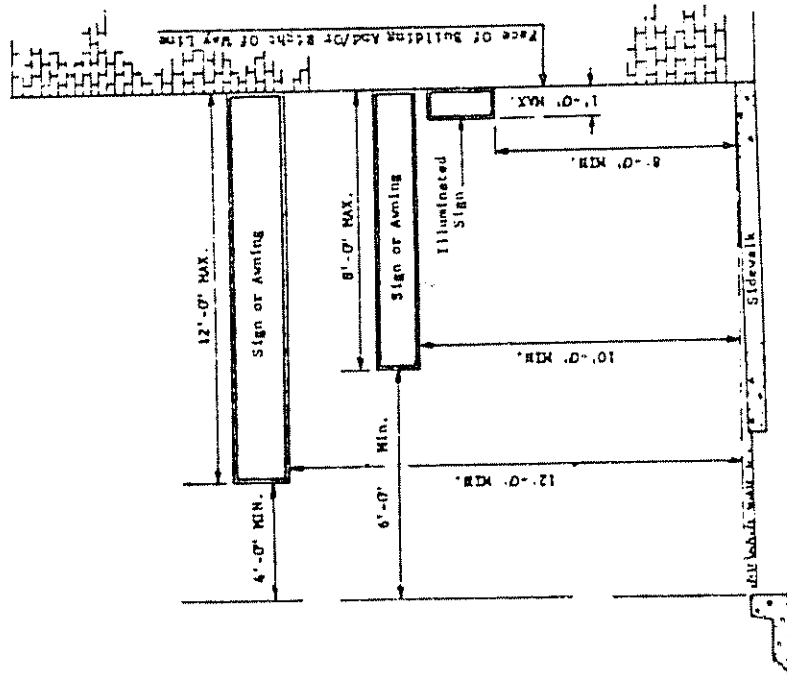
AUTHORIZED POSITION OF ADVERTISING SIGNS

ALONG STATE HIGHWAY RIGHT OF WAY

EXHIBIT "D"

GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "stop", "slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

ARIZONA
DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
STANDARD PLANS
PERMIT REGULATIONS
FOR SIGNS AND AWNINGS

RESOLUTION

Be it resolved on this date, July 22, 1981 I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the City of Clifton, enter into this intergovernmental agreement for the purpose of covering the maintenance of those certain State Highways known as Railroad Avenue and Chase Creek Road which form the necessary and convenient links for the connection of sections of the aforesaid state highways and for carrying of such state highways through said City of Clifton.



WILLIAM A. ORDWAY, Director
Arizona Department of Transportation

RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CLIFTON, ARIZONA, TO ENTER INTO INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA FOR THE MAINTENANCE OF HIGHWAY 666 AND AUTHORIZING THE THE MAYOR TO EXECUTE SAID AGREEMENT:

WHEREAS, there is a need to provide regular routine maintenance along and within the major highway transportation corridors of the Town of Clifton.

WHEREAS, the town is determined to provide safe transportation corridors to the citizens of Clifton and the general public.

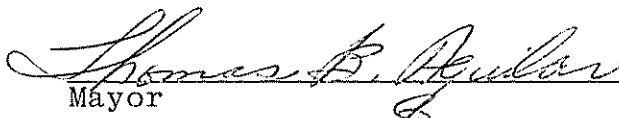
WHEREAS, the Town desires to enhance its image, to reflect its pride in the community.

WHEREAS, the attached agreement reflects joint participation by the Town and State to achieve the aforementioned!

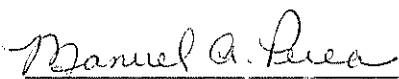
NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Town Council of the Town of Clifton, that the town enter into an Intergovernmental Maintenance Agreement with the State of Arizona acting by and through the Arizona Department of Transportation to be effective on being filed with the Secretary of State;

BE IT FURTHER RESOLVED, that the Mayor of the Town of Clifton is authorized, empowered and directed to execute said agreement on behalf of the Town.

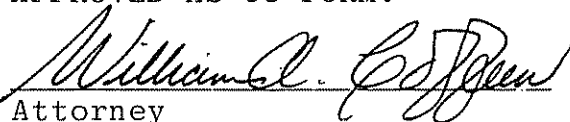
PASSED this 9th day of April 1981 by the Mayor and Town Council of the Town of Clifton, Arizona.


Mayor

ATTEST:


Town Clerk

APPROVED AS TO FORM:


Attorney



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-409, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of July, 1981.

ROBERT K. CORBIN
Attorney General

Albert Morgan
Assistant Attorney General
Transportation Division

DETERMINATION

The office of the Town Attorney of Clifton, Arizona has determined that the Town of Clifton is authorized under the laws of the State of Arizona to enter into that agreement entitled Intergovernmental Maintenance Agreement between the State of Arizona and Town of Clifton, Arizona, which Agreement was authorized at the Town Council meeting of April 9, 1981 and by Resolution 4-81.

Town of Clifton

OFFICE OF THE TOWN ATTORNEY

By 
Its Town Attorney